

(Rel 106-4/06 Pub. 605)

FORM 1-5.1

1-51

Practitioner's Docket No. W51.12-0022

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Nicolas Ibrahim

Application No.: 10/553,535 Group No.:

Filed: October 17, 2005 Examiner:

For: RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT

PATTERNS, CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHOD

Mail Stop Petition
Commissioner for Patents

P.O. Box 1480

Alexandria, VA 22313-1450

PETITION BY PERSON HAVING PROPRIETARY INTEREST TO FILE
APPLICATION ON BEHALF OF INVENTOR(S) WHO REFUSE TO SIGN OR
CANNOT BE FOUND (37 C.F.R. § 1.47(b))

NOTE: 37 C.F.R. § 1.47 Filing when an inventor refuses to sign or cannot be reached.

(b) Whenever all of the inventors refuse to execute an application for patent, or cannot be found or reached after diligent effort, a person to whom an inventor has assigned or agreed in writing to assign the invention, or who otherwise shows sufficient proprietary interest in the matter justifying such action, may make application for patent on behalf of and as agent for all the inventors. The oath or declaration in such an application must be accompanied by a petition including proof of the pertinent facts, a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, the fee set forth in § 1.17(h), and the last known address of all of the inventors. An inventor may subsequently join in the application by filing an oath or declaration complying with § 1.63.

(c) The Office will send notice of the filing of the application to all inventors who have not joined in the application at the address(es) provided in the petition under this section, and publish notice of the filing of the application in the Official Gazette. The Office may dispense with this notice provision in a continuation or divisional application, if notice regarding the filing of the prior application was given to the non-signing inventor(s).

CERTIFICATION UNDER 37 C.F.R. §§ 1.9(a) and 1.10*

(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional.)

I hereby certify that, on the date shown below, this correspondence is being:

MAILING

- ☐ deposited with the United States Postal Service in an envelope addressed to Commissioner for Patents, P.O. Box 1480, Alexandria, VA 22313-1450

37 C.F.R. § 1.9(a)

37 C.F.R. § 1.10 *

- ☐ with sufficient postage as first class mail.

- ☐ as "Express Mail Post Office to Addressee"

Mailing Label No. _____ (mandatory)

TRANSMISSION

- ☐ facsimile transmitted to the Patent and Trademark Office, (877) 273-8300.

Signature _____

Date: _____

(Type or print name of person certifying)

* Only the date of filing (§ 1.6) will be the date used in a patent term adjustment calculation, although the date on any certificate of mailing or transmission under § 1.8 continues to be taken into account in determining timeliness. See § 1.703(f). Consider "Express Mail Post Office to Addressee" (§ 1.10) or facsimile transmission (§ 1.6(d)) for the reply to be accorded the earliest possible filing date for patent term adjustment calculations.

(Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Reached (37 C.F.R. § 1.47(b)) [1-5.1]—page 1 of 2)

BEST AVAILABLE COPY

WARNING: "Filing under 37 C.F.R. 1.47(b) and 35 U.S.C. 118 is permitted only when no inventor is available to make application" § 40903(b), MPEP, 8th Edition.

1. The person/party having a proprietary interest in the above identified application, signs below and petitions to make this application on behalf of the non-signing inventor(s):

Nicolas Thrahim

Type name of omitted joint inventor

Who:

- ☒ refuses to join in the application
☐ cannot be found after diligent effort

2. This petition is accompanied by (i) a showing of sufficient proprietary interest, (ii) proof of the pertinent facts and (iii) the last known address of the non-signing inventor as set forth in the accompanying:

STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47).

3. The fee set forth in § 1.17(g) (\$200.00), required by 37 C.F.R. § 1.47(a), is paid as follows:

- ☐ Attached is a ☐ check ☐ money order in the amount of \$ 200.00
☒ Authorization is hereby made to charge the amount of \$ 200.00
☒ to Deposit Account No. 23-1123
☒ to Credit card as shown on the attached credit card information authorization form PTO-2038.

WARNING: Credit card information should not be included on this form as it may become public.

- ☒ Charge any additional fees required by this paper or credit any overpayment in the manner authorized above.
☐ A duplicate of this paper is attached.

4. Identification of Person(s) Making this Statement

The person making this statement is:

- ☒ the owner or a person authorized to sign on behalf of the owner on the basis of
☐ an assignment
☐ recorded: Real _____ Frame _____
☐ unrecorded
☐ copy attached
☐ Statement under 37 C.F.R. § 3.73(b) is enclosed (Form PTO/SB/86)
☐ an agreement
☒ copy attached
☒ other Employment Agreement
☐ supporting papers attached

Pierre Cosnier

type name of person who sign

Legal Director, Wavcon

Official capacity of person who signs (if applicable)

Signature

(Petition by Person Having Proprietary Interest to File Application on Behalf of Inventor(s) Who Refuse to Sign or Cannot Be Reached (37 C.F.R. § 1.47(b)) [1-5.1]—page 2 of 2)

(Rev. 102-3/05 Feb 605)

FORM 1-6

1-55

Practitioner's Docket No. W51.12-0022**PATENT****IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**In re application of: Nicolas IbrahimFor: **RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS,
CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHOD**

the specification of which:

(check and complete (a), (b), or (c))

- (a) ☐ is attached hereto.
- (b) ☒ was filed on Oct. 17, 2005 as Application Serial No. 10553.535
and was amended on Oct. 17, 2005 (if applicable).
- (c) ☒ was described and claimed in International Application No. PCT/FR2004/000958
filed on 4/16/2004 and as amended on _____ (if any).

**STATEMENT OF FACTS IN SUPPORT OF FILING
ON BEHALF OF NONSIGNING INVENTOR (37 C.F.R. § 1.47)**

NOTE: This statement as to the pertinent facts concerning the refusal of the nonsigning inventor to join in the application or where the omitted inventor cannot be found or reached must accompany the declaration signed on behalf of the omitted inventor by a joint inventor or by a legal representative who shows a proprietary interest. Where the entity with a proprietary interest executes the declaration on behalf of the omitted inventor there must also be a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage. 37 C.F.R. §§ 1.47(a) and (b).

NOTE: "The statement of facts must be signed, where at all possible, by a person having first-hand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as Internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included statement of facts. It is important that the statement contain facts as opposed to conclusions." MPEP, § 409.03(d), 8th Edition.

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning inventor for the above-identified patent application before deposit thereof in the Patent and Trademark Office.

(check next item, if applicable)

- ☒ Because signing on behalf of the nonsigning inventor is by a person or entity showing a sufficient proprietary interest, this statement also recites facts as to why this action was necessary to preserve the rights of the parties or to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited therein.

NOTE: The statement "must be signed, where at all possible, by a person having first-hand knowledge of the facts recited therein." M.P.E.P. § 409.03(d), 8th ed. If different persons have first-hand knowledge of different facts, then a declaration from each such person as to those facts he or she knows should be submitted separately.

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6] page 1 of 7)

NOTE: Copies of documentary evidence, such as Internet searches, certified mail return receipt, cover letter of instructions, telegrams, etc., that support a finding that the nonsigning inventor could not be reached should be made part of the affidavit or declaration. It is important that the affidavit or declaration contain statements of fact as opposed to conclusions. M.P.E.P. § 409.03(d), 6th ed.

IDENTIFICATION OF PERSON MAKING THIS STATEMENT OF FACTS

Patrice Vidon
Name
16B rue de Jouanet, BP 90333, 35703 Rennes Cedex 7, France
Address

EFFORTS DURING CONVENTION YEAR TO PREPARE APPLICATION AND OBTAIN INVENTOR'S SIGNATURE

NOTE: In cases where priority under 35 U.S.C. § 119 is to be claimed, the 37 C.F.R. § 1.47 applicant should explain what efforts, if any, were made during the Convention year to prepare the application and obtain the inventor's signature thereon. The period allowed by the Convention year should "be sufficient for the preparation and deposit of an application . . . in the form required by the rules." . . . Accordingly, 37 C.F.R. § 1.47 may not be used "to save the parties from the consequences of their delay." M.P.E.P. § 409.03(d), 7th ed.

Applicant entered the U.S. through the PCT, not 35 U.S.C. § 119

(Use Supplemental Page(s), if necessary)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor (1-6)—page 2 of 7)

(Ref. 102-3/03 Pub. 000)

FORM 1-6

1-97

LAST KNOWN ADDRESS OF THE NONSIGNING INVENTOR

NOTE: MPEP, § 409.03(a), 8th Edition:

"An application filed pursuant to 37 CFR 1.47 must state the last known address of the nonsigning inventor.

"That address should be the last known address at which the inventor customarily receives mail. See MPEP § 606.03. Ordinarily, the last known address will be the last known residence of the nonsigning inventor.

"Inasmuch as a nonsigning inventor is notified that an application pursuant to 37 CFR 1.47 has been filed on his or her behalf, other addresses at which the nonsigning inventor may be reached should also be given."

Nicolas Ibrahim

Full name of nonsigning inventor

1, rue Bleuets

Last known address of nonsigning inventor

78180 Montigny le Bretonneux, France

NOTE: Ordinarily, the last known address will be the last known residence of the nonsigning inventor, but other addresses at which the nonsigning inventor may be reached should also be given in the space below. M.P.E.P. § 409.03(a), 8th ed.

DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR

NOTE: Complete either these facts or the facts as to REFUSAL OF NONSIGNING INVENTOR TO SIGN APPLICATION PAPERS or both, in applicable circumstances.

NOTE: "The statement of facts must be signed, where at all possible, by a person having firsthand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as Internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included statement of facts. It is important that the statement contain facts as opposed to conclusions." MPEP, § 409.03(d), 8th Edition.

See Attached Annex 4

(use Supplemental Page(s), if necessary)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6]—page 4 of 7)

(Ref. 102-303 Pub. 602)

FORM 1-6

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**DETAILS OF REFUSAL OF NONSIGNING INVENTOR
TO SIGN APPLICATION PAPERS**

NOTE: Complete either these facts or the facts as to **DETAILS OF EFFORTS TO REACH NONSIGNING INVENTOR** or both, in applicable circumstances.

NOTE: MPEP, § 408.03(d), 8th Edition:

"A refusal by an inventor to sign an oath or declaration when the inventor has not been presented with the application papers does not itself suggest that the inventor is refusing to join the application unless it is clear that the inventor understands exactly what he or she is being asked to sign and refuses to accept the application papers. A copy of the application papers should be sent to the last known address of the nonsigning inventor, or, if the nonsigning inventor is represented by counsel, to the address of the nonsigning inventor's attorney. The fact that an application may contain proprietary information does not relieve the 37 CFR 1.47 applicant of the responsibility to present the application papers to the inventor if the inventor is willing to receive the papers in order to sign the oath or declaration. It is noted that the inventor may obtain a complete copy of the application, unless the inventor has assigned his or her interest in the application, and the assignee has requested that the inventor not be permitted access. See MPEP § 106. It is reasonable to require that the inventor be presented with the application papers before a petition under 37 CFR 1.47 is granted since such a procedure ensures that the inventor is apprised of the application to which the oath or declaration is directed. In re Gray, 115 USPQ 80 (Comm'r Pat. 1966).

"Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Statements by a party not present when an oral refusal is made will not be accepted.

"Proof that a bona fide attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the nonsigning inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient. When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts. The document may be redacted to remove material not related to the inventor's reasons for refusal.

"When it is concluded by the 37 CFR 1.47 applicant that a nonsigning inventor's conduct constitutes a refusal, all facts upon which that conclusion is based should be stated in the statement of facts in support of the petition or directly in the petition. If there is documentary evidence to support facts alleged in the petition or in any statement of facts, such evidence should be submitted. Whenever a nonsigning inventor gives a reason for refusing to sign the application oath or declaration, that reason should be stated in the petition."

See Annex 4

(use Supplemental Page(s), if necessary)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6]—page 6 of 7)

**PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE
OR PRESERVE THE RIGHTS OF THE PARTIES**

NOTE: *This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 C.F.R. § 1.47(b)), but is not a requirement when the person signing for the nonsigning inventor is a joint inventor. (37 C.F.R. § 1.47(a)).*

If a statutory bar is involved, the act or publication which is believed to constitute the bar should be identified. If a claim for priority is involved, the prior application or applications should be identified.

A diligent effort to prepare the application and obtain the inventor's signature thereon must be made, even if the application is being filed to avoid a bar or to claim priority. M.P.E.P. § 409.03(g), 7th ed.

Irreparable damage may be established by showing that a filing date is necessary to (1) avoid a statutory bar or (2) make a claim for priority, which should identify the prior application(s) involved.

Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the nonsigning inventor or that a firm plan for commercialization of the subject matter of the application has been adopted.

M.P.E.P. § 409.03(p), 7th ed.

A filing date is necessary to make a claim for priority to
PCT/FR2004/000958, filed April 16, 2004, which claims priority
from French Application No. FR 03 04846, filed April 17, 2003.

*(if this proof is not needed and not being presented,
then draw a line through this page of the form.)*

(use Supplemental Page(s), if necessary)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6]—page 6 of 7)

(Ref. 102-3705 Pub. 805)

FORM 1-6

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Date: 13 December 2006Signature of person making statement
Patrice Vidon☐ Plus _____ Added Page(s)

(Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor [1-6]—page 7 of 7)

(Ref. 102-3/03 Pub. 605)

FORM 1-7

1-67

Practitioner's Docket No. W51.12-0022

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Nicolas IbrahimFor: RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS,
CORRESPONDING BASE STATION, MOBILE SYSTEM AND RECEPTION METHOD
(check and complete (a), (b), or (c))

the specification of which:

- (a) ☐ is attached hereto.
- (b) ☐ was filed on Oct. 17, 2005 as Application No. 10/553,535
and was amended on 10/17/05 (if applicable).
- (c) ☒ was described and claimed in International Application No. PCT/FR2004/000958
filed on April 16, 2004 and as amended on
_____. (if any).

STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON
SIGNING ON BEHALF OF NONSIGNING INVENTOR

NOTE: MPEP, § 409.03(b), 8th Edition: "Where a corporation is the 37 CFR 1.47(b) applicant, an officer (President, Vice-President, Secretary, Treasurer, or Chief Executive Officer) thereof should normally sign the necessary oath or declaration. A corporation may authorize any person, including an attorney or agent registered to practice before the U.S. Patent and Trademark Office, to sign the application oath or declaration on its behalf. Where an oath or declaration is signed by a registered attorney or agent on behalf of a corporation, either proof of the attorney's or agent's authority in the form of a statement signed by an appropriate corporate officer must be submitted, or the attorney or agent may simply state that he or she is authorized to sign on behalf of the corporation. Where the oath or declaration is being signed on behalf of an assignee, see MPEP § 324. An inventor may not authorize another individual to act as his or her agent to sign the application oath or declaration on his or her behalf. *Staeger v. Commissioner*, 189 USPQ 272 (D.D.C. 1976), *in re Staker*, 762 USPQ 507 (Comm'r Pat. 1973)."

I, 1,Pierre Cosnier

Name of person making statement

53 AVENUE DES ETATS UNIS 75005

Residing at

VERAILLES - FRANCE

am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest.

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor [1-7]
—page 1 of 3)

II. As of the date I signed the declaration for this application, the proprietary interest in this invention:

(check one)

- ☐ belonged to me.
☒ belonged to the following juristic person:

Wavecom

Name of company or other juristic person

Immeuble Bord de Seine I. 3, Esplanade du Foncer, 92442 Issy-les-Moulineaux
 Address of company or other juristic person Cedex, France

and I am authorized to sign the statement on behalf of the juristic person, my title being

(type or print title of person making statement in corporation or juristic person)

Legal Director, Wavecom

NOTE: A person with sufficient proprietary interest may authorize any person, including an attorney or agent registered to practice before the PTO, to sign the application papers on his behalf. Where this happens proof of this authority in the form of a statement signed by an appropriate official of the corporation or juristic person must be submitted. M.P.E.P. § 408.03(b), 7th ed.

NOTE: An inventor may not authorize another individual to act as his agent to sign the declaration papers although he or she can authorize the filing of the application if he or she later makes the declaration. See 37 C.F.R. § 1.41(c).

III. A. I establish the proprietary interest by

(check and complete (d) or (e))

NOTE: MPEP, § 409.03(f), 8th Edition: "If the application has been assigned, a copy of the assignment (in the English language) must be submitted."

- (d) ☐ attaching a copy of the assignment of this invention by the nonsigning inventor.
 (e) ☒ attaching a copy of the agreement whereby the nonsigning inventor agreed to assign this invention. See Annex 1, paragraph 8.

NOTE: A typical agreement to assign includes the employment agreement whereby the nonsigning inventor agreed to assign all his inventions to his or her employer. If an agreement to assign is dependent on certain specified conditions being met, it must be established in this statement that those conditions have been met. M.P.E.P. § 409.03(f), 8th ed.

OR

- B. ☐ Although there is no assignment or written agreement to assign, a sufficient proprietary interest is demonstrated by the attached legal memorandum establishing that a court of competent jurisdiction would, by the weight of authority in that jurisdiction, award title in the invention to me or the legal entity on whose behalf I have authority to sign.

NOTE: There should be filed a STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE THAT NONSIGNING INVENTOR WAS EMPLOYEE OR OTHERWISE OBLIGATED TO PERSON WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE.

NOTE: If the assignment being submitted is to be recorded, it should be submitted with an ASSIGNMENT (DOCUMENT) COVER SHEET or Form PTO 1595.

IV. ASSIGNEE'S STATEMENT

- ☒ A "STATEMENT UNDER 37 CFR 3.73(b)" (PTO/SB/96) is attached.

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor [1-7]
 —page 2 of 3)

(Rev. 10-3-05 Pub. 605)

FORM 1-7

1-68.1

V. PROOF OF NEED TO PREVENT IRREPARABLE DAMAGE OR PRESERVE THE RIGHTS OF THE PARTIES

NOTE: This proof must be presented where the declaration is signed by a person with sufficient proprietary interest for the nonsigning inventor (37 C.F.R. § 1.47(b)).

Irreparable damage may be established by showing that a filing date is necessary to preserve the rights of the party, such as to (1) avoid a statutory bar that should identify the act or publication believed to constitute the bar or (2) make a claim for priority, which should identify the prior application(s) involved. M.P.E.P. § 409.03(g), 6th ed.

Preservation of the rights of the parties may be demonstrated by a showing that the nonsigning inventor may reasonably be expected to enter into competition with the person having a proprietary interest and signing on behalf of the omitted inventor or that a firm plan for commercialization of the subject matter of the application has been adopted. M.P.E.P. § 409.03(g), previous 7th ed.

NOTE: This section may be omitted if it is completed in the Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor.

(use Supplemental Page(s) if necessary)

A filing date is necessary to make a claim for priority to PCT/FR2004/000958, filed April 16, 2004, which claims priority from French Application No. FR 03 04846, filed April 17, 2003.

Date:

DECEMBER 12, 2006

Signature of person making statement
Pierre Cosnier

NOTE: MPEP, § 402.00(b), 8th Edition: "Where a corporation is the 37 CFR 1.47(b) applicant, an officer (President, Vice-President, Secretary, Treasurer, or Chief Executive Officer) thereof should normally sign the necessary oath or declaration. A corporation may authorize any person, including an attorney or agent registered to practice before the U.S. Patent and Trademark Office, to sign the application oath or declaration on its behalf. Where an oath or declaration is signed by a registered attorney or agent on behalf of a corporation, either proof of the attorney's or agent's authority in the form of a statement signed by an appropriate corporate officer must be submitted, or the attorney or agent may simply state that he or she is authorized to sign on behalf of the corporation. Where the oath or declaration is being signed on behalf of an assignee, see MPEP § 324. An inventor may not authorize another individual to act as his or her agent to sign the application oath or declaration on his or her behalf. *Stanger v. Commissioner*, 189 USPQ 272 (D.D.C. 1976), *in re Striker*, 182 USPQ 807 (Comm'r Pat. 1973)."

☐ Plus _____ added page(s)

(Statement Establishing Proprietary Interest by Person Signing on Behalf of Nonsigning Inventor [1-7]
—page 3 of 3)

(Pat. 102-305 Pub. 605)

FORM 1-10

1-75

Practitioner's Docket No. W51.12-0022

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Nicolas Ibrahim

For: RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS,
the specification of which: (check and complete (a), (b) or (c)) CORRESPONDING BASE STATION, MOBILE,
SYSTEM AND RECEPTION METHOD

- (a) ☒ is attached hereto.
- (b) ☒ was filed on Oct. 17, 2005 as Application Serial No. 10/553,535 and was amended on Oct. 17, 2005 (if applicable).
- (c) ☒ was described and claimed in International Application No. PCT/FR2004/000958 filed on April 16, 2004 and as amended on _____ (if any).

STATEMENT BY PERSON HAVING FIRST HAND KNOWLEDGE
THAT NONSIGNING INVENTOR WAS EMPLOYEE
OR OTHERWISE OBLIGATED TO PERSON
WITH SUFFICIENT PROPRIETARY INTEREST WHEN INVENTION MADE

I. I,

Pierre Cocniar

Name of person making statement

53 AVENUE DES ETATS UNIS 75000

Residing at

VERAILLES - FRANCE

make this statement in support of the

STATEMENT ESTABLISHING PROPRIETARY INTEREST BY PERSON SIGNING ON BE-
HALF OF NONSIGNING INVENTOR in this application which I have read.

II. I have also read the above-identified specification and claims.

III. I confirm that I have first hand knowledge that the omitted inventor made the
above-identified invention while in the employ of or otherwise obligated to the
entity showing a proprietary interest that I now set forth:

NOTE: MPEP, § 409.03(f), 8th Edition: "If the application has been assigned, a copy of the assignment (in the
English language) must be submitted."

☒ A "STATEMENT UNDER 37 CFR 3.73(b)" (PTO/SB/96) is attached.

Mr. Ibrahim was employed by Wavecom at the time the invention was made and remained employed at Wavecom through the time the original priority patent application was filed in France on April 17, 2003.

Annex 1 is a copy of an original Wavecom employment agreement, including an English translation, signed by the inventor, Nicolas Ibrahim on April 5, 2002.

Paragraph 8 of the employment agreement acknowledges that any invention made by Mr. Ibrahim in the exercise of his duty at Wavecom will entirely become property of Wavecom.

(use Supplemental Page(s) if necessary)

(Statement That Nonsigning Inventor Was Employee When Invention Made {1-10}—page 2 of 3)

(Rev. 10-3-05 Pub. 605)

FORM 1-10

1-77

Date: DECEMBER 12, 2006
(Signature of person making statement)

Pierre Cosnier

☐ Plus _____ added page(s)

(Statement That Nonsigning Inventor Was Employee When Invention Made [1-10]—page 3 of 3)

PTO/SB/95 (09-06)

Approved for use through 03/31/2007. OMB 0801-0031

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: Nicolas IbrahimApplication No./Patent No.: 10/553,535 Filed/Issue Date: October 17, 2005Entitled: RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS, CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHODWavecoma corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____ %)

In the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Pierre Cosnier

Printed or Typed Name

Telephone Number

Legal Director, Wavecom

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ANNEX 1



Monsieur Nicolas IBRAHIM
72-76 rue Château des Rentiers
75013 PARIS

Issy-les-Mx, le 2 avril 2002

Monsieur,

A la suite de nos entretiens, nous vous confirmons notre accord pour vous engager en qualité d'Ingénieur d'Etudes position 2.1 coefficient 215, à compter du 1^{er} juin 2002, date que vous voudrez bien nous confirmer par courrier et qui constituera la date d'effet de ce contrat. 15/06/02

1. Vos appointements bruts sont fixés à 3 636 Euros (23 850 francs) par mois sur douze mois. Vous bénéficierez de plus d'une part variable de 0 à 2 mois qui vous sera attribuée en fonction des résultats de l'entreprise et de vos résultats personnels avec un salaire annuel garanti de 47 268 Euros (310 KF).
2. Vous serez soumis au régime de la convention collective des bureaux d'études techniques, cabinets d'ingénieurs conseils, sociétés de conseil (CNN du 15 décembre 1987 étendue par arrêté du 13 avril 1988) et à l'accord d'entreprise relatif à l'aménagement du temps de travail, prévoyant notamment un forfait annuel de 213 jours de travail.
3. Votre lieu de travail est limité à Paris et la région parisienne
4. Votre fonction vous amènera à vous déplacer occasionnellement en province ou à l'étranger. Les frais engagés à l'occasion de ces voyages d'affaires vous seront remboursés selon les conditions en vigueur dans notre société.
5. Vous serez affilié à la Caisse des Cadres pour la retraite complémentaire et bénéficierez d'un régime de Prévoyance, conformément aux accords conclus avec les Caisses.
6. Sans préjudice de l'interdiction de communication des secrets de fabrication édictée par l'article 418 du Code Pénal, vous vous engagez expressément, tant pendant la durée de votre contrat qu'après sa résiliation quel qu'en soit le motif, à ne pas utiliser ou communiquer à l'extérieur ou à vos proches aucun dossier, note, information, donnée écrite ou non, ou plus généralement tout document ou renseignement quelconque dont vous aurez pu avoir connaissance par votre travail ou vos contacts dans le cadre des activités de notre société. Cette obligation de confidentialité la plus stricte s'étend également sans que cette liste soit limitative, aux plans, dessins, modèles, prototypes, et autres

projets étudiés et/ou réalisés dans l'entreprise, soit pour le compte des clients de l'entreprise, soit pour l'entreprise elle même.

7. D'une manière générale vous serez tenu d'observer le secret le plus absolu en ce qui concerne les informations dont la divulgation serait de nature à nuire à Wavecom, tant pendant qu'après la cessation du présent contrat pour quelque cause que ce soit.

La signature d'un accord de confidentialité pourra vous être demandé par la société Wavecom pour compléter les dispositions ci-dessus.

8. Votre mission au sein de la Société WAVECOM étant par nature inventive ou créative, toute invention ou création notamment tout logiciel dont vous seriez l'auteur dans l'exercice de vos fonctions ou à l'occasion de l'utilisation de moyens matériels ou d'information fournis par Wavecom, reviendrait en toute propriété à la société WAVECOM qui sera seule habilitée, le cas échéant, à effectuer les formalités de dépôt de brevet ou la prise de tout autre titre qui s'avérerait nécessaire, tant en France qu'à l'étranger.

En cas de prise de brevet, votre nom pourra cependant être mentionné, sauf opposition de votre part, sur les demandes déposées à cet effet, sans que cette mention ne vous donne aucun droit de propriété sur l'invention.

Une procédure intitulée « incentive brevet » a été mise en place au sein de Wavecom afin de rémunérer les contributions inventives des salariés par l'octroi de primes.

9. Le matériel et les documents que Wavecom sera amenée à vous confier pour l'exécution de vos fonctions demeureront la propriété de Wavecom et devront lui être restitués sur simple demande.

Vous vous engagez à n'emporter aucun document de quelque nature que ce soit, notamment relatif à un client ou aux méthodes WAVECOM, aucune source ou copie de programmes ou fichiers et à ne faire aucune utilisation directe ou indirecte, ultérieure à la cessation de vos fonctions dans notre société des méthodes ou logiciels conçus, développés ou commercialisés par WAVECOM ou pour lesquels des projets ou négociations de conception, développement ou commercialisation sont en cours à cette même date.

10. Vous déclarez formellement être libre de tout engagement et n'être lié par aucune clause de non-concurrence avec un précédent employeur à la date d'effet du présent contrat. Toute fausse déclaration de votre part est de nature à mettre en jeu votre responsabilité.
11. Vous vous engagez à rester libre de tout autre engagement qui serait incompatible avec l'accomplissement des obligations résultant du présent contrat. Notamment vous devrez réserver à la société WAVECOM l'exclusivité de vos services et par conséquent vous ne pourrez exercer aucune activité professionnelle rémunérée concurrente aux activités de WAVECOM.

12. Ce contrat est à durée indéterminée. Il est prévu une période d'essai de trois mois, éventuellement reconductible une fois pour la même durée, ce qui est expressément accepté par vous-même.

13. A l'achèvement de la période d'essai, la résiliation du présent contrat ne pourra être effective qu'avec un préavis fixé à trois mois, de part et d'autre.
14. Pour les points non précisés dans la présente lettre d'engagement, il conviendra de se reporter à nos Règles Internes de Fonctionnement et au Règlement Intérieur de l'entreprise.

Dans le cas où une partie de cet engagement serait déclarée nulle ou de nul effet, ou serait contraire à certaines dispositions légales qui pourraient être en vigueur, ou serait déclarée non applicable par un tribunal, ledit engagement sera réputé modifié, de telle sorte que la partie ainsi non applicable en soit exclue.

Toutefois, cette modification ne pourrait concerner que la juridiction particulière où la validité de la clause serait mise en question sans que ceci puisse avoir d'effet dans les autres juridictions où cette clause demeurerait, au contraire, considérée comme totalement valable.

Les autres dispositions de cet engagement conserveront toute leur valeur et ne seront en aucune manière affectées par la suppression d'une partie de cette déclaration.

Nous vous demandons de bien vouloir nous retourner un exemplaire de la présente, revêtue de votre signature précédée de la mention manuscrite "Lu et approuvé, bon pour accord" dans un délai de 30 jours à dater de sa date d'émission.

Très heureux de vous accueillir parmi les membres de notre Société, nous vous prions de croire, Monsieur, en l'assurance de nos meilleurs sentiments.

Pour WAVECOM

Françoise PEZZULO
Directrice des Ressources Humaines

Date : 02/04/02
Signature :



Date : 05 - Avril. 2002
Signature :

*Lu et approuvé,
bon pour accord.*



WAVECOM

Mr. Nicolas IBRAHIM
72-76 rue Château des Rentiers
75013 PARIS

Issy-les-Moulineaux, April 2nd, 2002

Dear Sir,

Further to our interviews, we confirm our agreement to employ you as a research engineer, position 2.1 coefficient 215, from June 15th, 2002 onwards. We thank you to confirm us this date by mail, this date will constitute the effective date of this contract.

1. Your gross salary is 3.636,00 Euros (23.850,00 francs) per month on a twelve month basis. You will also receive a variable share from 0 to 2 months that will be attributed to you according to the results of the company and to your own performance with an annual guaranteed salary of 47.268,00 Euros (310.000,00 francs).
2. You will be placed under the system of the union contract of technical research engineering offices, consulting engineer offices, consultant offices ('CNN'¹ of December 15, 1987 extended by decree on April 13, 1988) and under the company contract relating to the implementation of flexible working hours, that notably plans 213 working days a year.
3. Your working location is limited to Paris and its region.
4. Your duty will occasionally lead you to travel through France or abroad. The costs incurred during these business trips will be refunded to you according to the conditions in force in our company.
5. You will be affiliated to the "Executive fund" for the supplemental pension and will benefit from the Provident scheme, in accordance with the agreements established with these funds.

¹ CNN = National Union Contract

6. Without prejudice to the interdiction of communication of the manufacturing secrecy decreed by article 418 of the Penal Code, you expressly commit yourself, during your contract as well as after its termination whatever the motive may be, not to use or communicate outside and to your relatives any file, note, information, written or no written data, or more generally any kind of document or information you may have known from your work or your contacts in the framework of the activities of our company. This binding agreement on the most strict secrecy also extends to: plans, drawings, models, prototypes and other projects studied and/or carried out in the company, on behalf of the clients of the company or for the company itself – this list being not exhaustive.
7. Generally speaking, you will have to keep the most absolute secret in what concerns information, the divulgence of which would be naturally prejudicial to Wavecom, during as well as after the termination of the contract thereof, whatever the motive may be.

The company Wavecom may ask you to sign a non disclosure agreement to complete the above-mentioned provisions.

8. Your mission within the company Wavecom being naturally inventive or creative, any invention or creation, notably any software you would be the author of in the exercise of your duty or while using material or information means provided by Wavecom, will entirely become the property of the company Wavecom whom will be the only one entitled, should the occasion arise, to carry out the formal procedures of patent filing or the holding of any other necessary title, in France as well as abroad.

In the case of patent filing, your name may nevertheless be mentioned on the applications filed for this purpose (except if you oppose this), without this mention giving you any right on the invention.

A procedure called “incentive patent” has been implemented at Wavecom so as to reward the inventive contributions of the employees by the grant of premiums.

9. The material and the documents that Wavecom will be induced to disclose to you for the execution of your tasks will remain the property of Wavecom and will have to be returned on simple request.

You commit yourself to take out no document of any kind, notably relating to a client or to Wavecom’ methods, no source or copy of programs or files and to make no direct or indirect use, subsequent to the termination of your functions at Wavecom of the methods or software conceived, developed or commercialized by Wavecom or for which projects or conception, development or commercialization negotiations being in progress at the same date.

10. You formally declare being free from any other obligation and not being bound by any non-competition clause with a former employer at the effective date of this contract. Any false declaration from you naturally involves your responsibility.
11. You commit yourself to keep free from any other obligation that would interfere with the fulfilment of the obligations resulting from this contract. Notably you will

have to reserve Wavecom the exclusivity of your services and consequently you will not be able to exercise any paid professional activity in competition with the activities of Wavecom.

12. This contract is for an unlimited period. A three-month probation period is planned, possibly renewable once for the same duration, which is expressly accepted by you.
13. At the end of the probation period, the cancellation of this contract, from one or the other parties, can only be effective after a three-months' notice.
14. For the points not specified in this employment letter, it will be advisable to refer to our Internal Code of Conduct and to the Internal Rules of the company.

Should one part of this agreement be declared null and void, or contrary to some legal provisions that would be in force, or declared inapplicable by a tribunal, said agreement will be deemed amended so as to exclude the part thus inapplicable.

However, this amendment could only concern the specific jurisdiction where the validity of the clause would be questioned without this is being effective in the other jurisdictions where this clause would, on the contrary, be considered fully valid.

The other provisions of this agreement will keep all their value and will not be affected in any way by the cancellation of any part of this declaration.

We request that you return us one copy of this document, bearing your signature preceded by the mention "Read and approved, signed and accepted" within 30 days from its issuing date.

Very pleased to welcome you among the members of our company,

Very truly yours,

For Wavecom

Françoise PEZZULO

Director of Human Resources

Date: 04/02/02

Signature: *Signature of Mrs. PEZZULO*

DATE: April 5th, 2002

Signature: *Read and approved,
signed and accepted.*

Signature of Mr IBRAHIM

ANNEX 2

Cabinet VIDON

Patrice VIDON ^{1,2,3}
Ludovik BIORET ^{1,2,3}

Patent & Trademark Attorneys
Conseils en Propriété Industrielle
Brevets et Marques
Contrats

Technopôle Atalante
16B, rue de Jouanet
BP 90333
F - 35703 RENNES Cedex 7

Téléphone : 33 (0) 299 382 300
Fax : 33 (0) 299 360 200
e-mail : vldon@vidon.com
Site Web : www.vidon.com

INGENIEURS

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Jean-Luc CHESNEAU ¹
Yannick BOUILLON
Vivien VERBRUGGE
Marlon GUY
Sonia KUHLMANN

Louis-Paterne BOUAN DU CHEF DU BOS
Arya VANSIRI
Emmanuel BRETAGNE
Nelly TOURNIER

Responsable administrative Brevets
Carole CHEVAL-URVOY

JURISTES

Soazig THEMOIN-GAUTIER ^{1,2}
Katia ROBINO ^{1,2}
Sonia PHILIPPOT ^{1,2}
Laure CATTONI ^{1,2}
Isabelle DERVAUX
Benjamin FIEVRE
Anne-Cécile LE BOUDEC

Responsable administrative Juridique
Valérie BLANCHET

1. Conseils en PI
2. Mandat OEB
3. Mandat OHMI

RESPONSABLE ADMINISTRATIF ET FINANCIER

Franck BROCHET

CONSULTANT

Vincent CORLAU
Avocat

AUTRES BUREAUX EN FRANCE

3, rue du Faubourg Saint Honoré
75 008 PARIS
Tél : 33 (0) 158 183 183

Immeuble Salorges 1
15, Quai Ernest Renard
44 100 NANTES
Tél : 33 (0) 240 692 000

Laval Mayenne Technopole
6 rue Léonard de Vinci
BP 0102
53001 LAVAL Cedex
Tél : 33 (0) 243 497 527
(Sur rendez-vous)

VIDON & PARTNERS

CHINE - THAILANDE

PROTECTION JURIDIQUE :

Stratégie de protection : rédaction et dépôt de brevets, dépôt de marques et modèles : études de contrefaçon, contentieux amiable et judiciaire.

VEILLE BREVETS :

Recherche de l'information technologique, surveillance de la concurrence.

CONTRATS - EXPERTISES :

Rédaction de contrats de coopération technologique (licence, recherche, marchés d'étude,...) ; Expertise de portefeuilles de propriété industrielle.

Monsieur Nicolas IBRAHIM
1, rue Bleuets
78180 Montigny Le Bretonneux

Rennes, le 22 décembre 2005

LRAR n°7710 9657 5FR

Nos réf. : R8800US/VVE-SFL/32101

Objet : Entrée en phase nationale aux USA de la demande de brevet n°PCT/FR04/00958 du 16.04.04 revendiquant la priorité de la demande de brevet français n° 03 04846 du 17.04.03 concernant un "Procédé de transmission de données radio mettant en œuvre plusieurs motifs de pilotes distincts, procédé de réception, système, mobile et station de base correspondants"

POUVOIRS À SIGNER

Cher Monsieur,

Comme vous le savez, nous représentons la société WAVECOM concernant la demande de brevet américain citée en objet dont vous êtes l'inventeur.

Afin de compléter ce dossier, vous voudrez bien nous faire retour des originaux du pouvoir et de l'« Assignment » ci-joints, que vous aurez datés et signés, au plus tard pour le :

13 janvier 2006.

L'« Assignment » doit en outre comporter la signature d'un témoin qui indiquera également son nom et son adresse.

Dans cette attente, nous vous prions de croire, Cher Monsieur, à l'expression de nos sincères salutations.

P. VIDON

P.O.


P.J. : 1 pouvoir

1 cession

TECHNOLOGIES :

Mécanique ; électronique, informatique ;
matériaux ; chimie et biotechnologie.

**COMBINED DECLARATION AND
POWER OF ATTORNEY
IN ORIGINAL APPLICATION**

Attorney Docket No.

W51.12-0022

SPECIFICATION AND INVENTORSHIP IDENTIFICATION

As a below named inventor, I declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original and sole inventor of the subject matter which is claimed, and for which a patent is sought, on the invention entitled RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS, CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHOD the specification of which,

x is entitled, RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS, CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHOD and having Attorney Docket Number W51.12-0022.

x was filed on October 17, 2005 as Appln. No. 10/553,535.

x was described and claimed in PCT International Application No. PCT/FR2004/000958 filed on 16 April 2004.

ACKNOWLEDGEMENT OF REVIEW OF PAPERS AND DUTY OF CANDOR

I have reviewed and understand the contents of the above identified application, including the claims, as amended by any amendment referred to above. I acknowledge the duty to disclose information which is known to me to be material to the patentability of this application in accordance with 37 C.F.R. § 1.56.

PRIORITY CLAIM (35 U.S.C. § 119)

Prior Foreign Application(s)

I claim foreign priority benefits under 35 U.S.C. § 119(a-d) of any foreign application(s) for patent or inventor's certificate listed below, each of which is incorporated by reference in its entirety, and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Number	Country	Day/Month/Year Filed	Priority Claimed
<u>03/04846</u>	<u>France</u>	<u>17 April 2003</u>	Yes <u>X</u> No <u> </u> Yes <u> </u> No <u> </u>

Prior Provisional Application(s)

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States Provisional Application(s) listed below, each of which is incorporated by reference in its entirety:

Number	Day/Month/Year Filed
<u> </u>	<u> </u>
<u> </u>	<u> </u>

PRIORITY CLAIM (35 U.S.C. § 120)

I claim the benefit under 35 U.S.C. § 120 of any United States application(s) listed below, each of which is incorporated by reference in its entirety. Insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose to the Patent Office all information known to me to be material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

Appln. No.	U.S. Appl. No. (if any under PCT)	Filing Date	Status
_____	_____	_____	_____
_____	_____	_____	_____

DECLARATION

I declare that all statements made herein that are of my own knowledge are true and that all statements that are made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

POWER OF ATTORNEY

I appoint the attorneys and agents associated with

Customer Number 27367,

which is the customer number for the law firm of Westman, Champlin & Kelly, P.A., to prosecute the patent application identified above and to transact all business in the Patent and Trademark Office connected therewith, including full power of association, substitution and revocation.

I ratify all prior actions taken by Westman, Champlin & Kelly, P.A. or the attorneys and agents mentioned above in connection with the prosecution of the above-mentioned patent application.

DESIGNATION OF CORRESPONDENCE ADDRESS

Please address all correspondence and telephone calls to David D. Brush in care of:

WESTMAN, CHAMPLIN & KELLY, P.A.
Suite 1600 - International Centre
900 Second Avenue South
Minneapolis, Minnesota 55402-3319
Phone: (612) 334-3222 Fax: (612) 334-3312

Inventor: _____
(Signature)

Date: _____

Inventor: Nicolas Ibrahim

Residence: Montigyn Le Bretonneux, France Citizenship: France

P.O. Address: 1, rue Bleuets, 78180 Montigny Le Bretonneux, France

ASSIGNMENT

Attorney Docket

W51.12-0022

WHEREAS, I, Nicolas Ibrahim of Montigyn Le Bretonneux, France, (hereinafter referred to as ASSIGNOR), as a sole inventor of an invention entitled RADIO DATA TRANSMISSION METHOD EMPLOYING SEVERAL DIFFERENT PILOT PATTERNS, CORRESPONDING BASE STATION, MOBILE, SYSTEM AND RECEPTION METHOD for Letters Patent filed pursuant to the Patent Cooperation Treaty and designating of the United States, the international application being identifiable in the Receiving Office by Application No. PCT/FR2004/000958, filed April 16, 2004 and/or the application having been executed on even date herewith, and/or being identifiable in the United States Patent and Trademark Office by Application No. 10/553,535, filed October 17, 2005; and

WHEREAS, WAVECOM, a company and existing under the laws of France, and having offices at 3, Esplanade du Foncet, 92442 Issy-Les-Moulineaux Cedex France, ("Assignee") is desirous of acquiring the entire right, title and interest in and to the invention, the application, and any and all Letters Patent or similar legal protection, to be obtained therefor in the United States;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I transfer to Assignee, its successors and assigns, my entire right, title and interest in and to the invention, the above-identified application, all Letters Patent or similar legal protection issuing thereon in the United States, and I authorize the Director of the United States Patent and Trademark Office to issue the Letters Patent or similar legal protection to the Assignee.

I represent to the Assignee, its successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in the United States.

Nicolas Ibrahim (Inventor)

Date: _____

(Witness Printed Name)

(Witness Signature)

(Witness Address)



RA 7710 9657 5FR

Présenté le :

Distribué le :

Signature du destinataire:

[Signature]

**AVIS DE RÉCEPTION
DE VOTRE ENVOI
RECOMMANDÉ**

11/16/19

~~A. Nicolas Crookm
1 me. Blevet's
178160 Monday 4 Blevet's~~

RETOUR À :

Cabinet Window
16 Rue de la Banque - BP 90333
Ternay - 01100
35703 Rennes cedex 7
(R110035)

RCS-PARIS 356 000 000

AVIS DE RECEPTION

HAIR



Monsieur Nicolas IBRAHIM
1, rue Bleuets
78180 Montigny Le Bretonneux

Rennes, December 22, 2005

Registered Letter n°7710 9657 5FR

Our ref : R8800US/MGY-SFL/32101

Re : National phase in the USA of international patent application
n° PCT/FR04/00958 of 04.16.2004 claiming priority of
French patent application n° 03 04846 of 04.17.2003
concerning a « **Radio data transmission method employing
several different pilot patterns, corresponding base
station , mobile, system and reception method** »

<i>POWERS OF ATTORNEY TO BE SIGNED</i>

Dear Sir,

As you know, we represent the company WAVECOM concerning the
above-mentioned patent application, of which you are the inventor.

So as to complete this case, we thank you to return us the **original** power
of attorney and « Assignment » here enclosed, that you would have
signed and dated, at the latest for :

January 13, 2006.

The « Assignment » must also include the signature of a **witness** who
will also indicate his/her **name** and **address**.

In this awaiting, we remain

Very truly yours,

P. VIDON

P.J : *I power of attorney*
I assignment

ANNEX 3

Nous vous rappelons que l'« Assignment » doit en outre comporter la signature d'un témoin qui indiquera également son nom et son adresse.

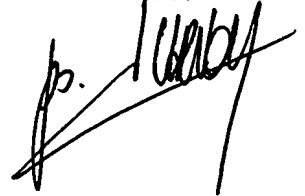
Nous sommes à votre disposition pour toute information complémentaire. Vous pouvez notamment prendre contact avec Melle Fauvel au 02 99 38 23 00.

Compte tenu de l'importance que revêt ce courrier, nous nous permettons de vous l'adresser par recommandé avec accusé de réception.

Dans l'attente de ces documents par retour, nous vous prions de croire, Cher Monsieur, à l'expression de nos sincères salutations.

P.J. 1 pouvoir
1 cession
Copie du texte US

P. VIDON

A handwritten signature in black ink, appearing to be 'P. Vidon', written over a horizontal line.

LA POSTE

RA3095 5754 5 FR

AVIS DE RÉCEPTION
DE VOTRE ENVOI
RECOMMANDÉ

AR

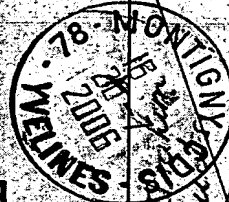
Présenté le :

20/07/2006

Distribué le :

Signature du destinataire :

Nadia Zobra



~~M. Nicolas Zobra
1 rue Blanche
78100 Montigny Le Bretonneux~~

RETOUR A :

Cabinet VIDON
Technopôle Atalante
16-18 rue de la gare - BP 90333
35703 Rennes cedex 7

AVIS DE RÉCEPTION

NOS PARIS 366 000 000

516-8 03 070 74 76 84000000

Monsieur Nicolas IBRAHIM
1, rue Bleuets
78180 Montigny Le Bretonneux

Rennes, July 17 2006

Registered Letter n°3095 5754 5FR

Our ref : R8800US/MGY-SFL/43158

Re : National phase in the USA of international patent application n° PCT/FR04/00958 of 04.16.2004 claiming priority of French patent application n° 03 04846 of 04.17.2003 concerning a « **Radio data transmission method employing several different pilot patterns, corresponding base station , mobile, system and reception method** »

<i>POWERS OF ATTORNEY TO BE SIGNED</i>

Dear Sir,

We refer to our mail dated December 22 concerning the above-mentioned patent application.

As a reminder, we enclose herewith copy a this American patent application, which claims priority of French patent application n° 03 04846 of 04.17.2003, filed by the company WAVECOM and in which your are designated as inventor

We also enclose herewith a new copy of the documents that must be signed by you for the regularization of this file. We thank you to return us the **original** power of attorney and « Assignment » here enclosed, that you would have **signed** and **dated**, imperatively **BY RETURN MAIL** and also by telecopy if possible.

In the opposite case, the company WAVECOM as a matter of course, reserves itself the right to start any legal procedure to obtain the corresponding redress, and notably the possible rejection of its filing.

We remind you that the « Assignment » must also include the signature of a **witness** who will also indicate his/her **name** and **address**.

We are at your disposal for any further information. You can notably contact Miss Fauvel on 02 99 38 23 00.

In view of the importance of this mail, we take the liberty to transmit it to you by registered post with proof of delivery.

Awaiting these documents by return, we remain

Very truly yours,

P. VIDON

*Enc. 1 power of attorney
 1 assignment
 Copy of the US filing*

ANNEX 4

STATEMENT BY PATRICE VIDON REGARDING DETAILS OF EFFORTS TO REACH NON-SIGNING INVENTOR

I, Patrice Vidon, state as follows:

1. I am a French Patent & Trademark Attorney and am CEO of Cabinet Vidon, having an office at: Technopole Atalante, 16B, rue de Jouanet, BP 90333, F-35703 Rennes Cedex 7, France.

2. I represent Wavecom, having an office at: Immeuble Bord de Seine I, 3. Esplanade du Foncet, 92442 Issy-Les-Moulineaux Cedex, France.

3. Wavecom is the owner of U.S. Patent Application No. 10/553,535. At the time the subject matter of the above-identified patent application was conceived, the inventor, Nicolas Ibrahim was an employee of Wavecom. Since that time, Nicolas Ibrahim terminated employment with Wavecom and now refuses to cooperate with the patent application process regarding inventions previously made at Wavecom, including U.S. Patent Application No. 10/553,535.

4. Mr. Ibrahim currently resides at: 1, rue Bleuets, 78180 Montigny Le Bretonneux, France.

5. Enclosed with this statement are copies of correspondence sent to Mr. Ibrahim's address in an attempt to obtain his signature on the declaration for completing U.S. Patent Application No. 10/553,535. The correspondence in Annex 3 included the entire specification, including the claims, drawings and the declaration for the patent application. Specifically, enclosed are the following:

Annex 2:

- copy of the letter to Mr. Ibrahim dated December 22, 2005,
- copy of the proof of delivery, and
- English translation of this letter.

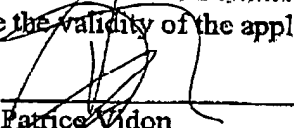
Annex 3:

- copy of the letter to Mr. Ibrahim dated July 17, 2006,
- copy of the proof of delivery, and
- English translation of this letter.

6. For each correspondence, Nicolas Ibrahim failed to respond in any manner. Since the registered letters provide proof of delivery and since Mr. Ibrahim failed to respond in any way to either letter, we have no choice but to conclude that Mr. Ibrahim's failure to respond constitutes a refusal to sign the application papers.

7. I declare that all statements made herein that are of my own knowledge are true and that all statements that are made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under 18 U.S.C. §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Signed,


Patrice Vidon
CEO CABINET VIDON
Technopole Atalante
16B, rue de Jouanet, BP 90333, F-35703
Rennes Cedex 7, France.

Date: DECEMBER 13, 2006.

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